

AGREEMENT

Between

**AMTEX Security Inc. dba
AMTEX Global Services**

And the

**INTERNATIONAL UNION
Security, Police, and Fire
Professionals of America
(SPFPA)**

And its

Amalgamated

LOCAL NO. 796

FOR

Security Employees

At

**MCALESTER ARMY AMMUNITION PLANT
MCALESTER, OKLAHOMA**

EFFECTIVE OCTOBER 1, 2009

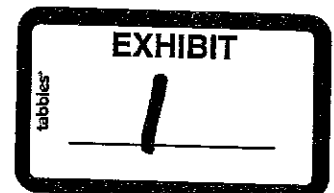


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PREAMBLE

This agreement entered into this 1st Day of October 2009 and between AMTEX Security Inc. Hereinafter referred to as the "Company" at their operations at the McAlester Army Ammunition Plant at McAlester, Oklahoma and the International Union, Security, Police, Fire Professionals of America (SPFPA) and its Amalgamated Local 796, hereinafter referred to as the "Union" as the sole and exclusive representative for the collective bargaining of the employees covered by this Agreement.

ARTICLE 1 **SCOPE AND PURPOSE OF AGREEMENT**

1.1 It is the intent and purpose of the parties hereto that this Agreement will serve to establish and maintain harmonious labor relations between the Company and the Union, and to set the rates of pay, wages, hours of work and other terms and conditions of employment of employees covered by this Agreement.

1.2 *The company recognizes the Union as the sole and exclusive bargaining unit for all full-time and reserve employees performing security work as defined by Section 9 (b) (3) of the Act, as amended, at the McAlester Army Ammunition Plant at McAlester, Oklahoma, excluding the office clerical, supervisors and all other employees as certified by the National Labor Relations Board in case No. 16-RC-8228, dated December 2, 1980.*

ARTICLE 2 **MANAGEMENT RIGHT**

2.1 Except as modified by this Agreement, all rights, powers and authority the Company had prior to the signing of this Agreement are retained by the Company and remain exclusively and without limitations within the rights of management.

2.2 The Company retains the sole and exclusive right of management of its business, and direction of its working forces, including, but not limited to, the establishment of policies, practices, and procedures for the conduct of its business, and to change or abolish such policies, practices, or procedures; the rights to plan, direct, expand, reduce and control its operations, to include (a) *the use of reserve guards in any manner it deems appropriate, except that reserve guards will not be used in place of full-time guard employees who are on a layoff, if the laid off employees are* (a) available and willing to work the hours available to be worked, (b) the shift to be observed, the posts to be covered, the methods of job performance, (c) the

courtesies to be observed by employees toward the public and employees of the Government, the ceremonies to be performed by them, and other specific duties as are currently being performed; the rights to contract or subcontract any of its work as long as the same does not result in the laying off or part-timing of employees, or circumventing the Union, or involve duties of bargaining unit employees; the rights to hire, layoff, assign, transfer, demote, promote; the right to determine the starting and quitting times of employees, and the hours and days to be worked; for just cause to discharge, suspend, or otherwise discipline employees; the right to take such measures as management may determine to be necessary for the orderly and economical operation of the Company's business; provided, however, the Company does not violate the terms or provisions of this Agreement in the exercise of management rights.

2.3 The Company retains the right to make reasonable rules and regulations and to fix and impose penalties for the violation thereof, ranging from reprimand to discharge.

ARTICLE 3

STRIKES AND LOCKOUTS

3.1 Since the company is responsible for continuous uninterrupted and efficient twenty-four (24) hour per day security service, the Union and the employees agree to perform loyal and efficient work and service on a continuous uninterrupted basis and will use their best efforts to achieve the objectives of the government contract. Accordingly, the Union and the Company agree that there will be no strikes, boycotts, lockouts, or any interference whatsoever during the life of this Agreement. In the event that differences or disputes between the Company and the Union and its members arise as the meaning or application of this Agreement or should any trouble of any kind arise, there will be no suspension of work in any manner whatsoever by the employees on account of any such differences.

ARTICLE 4

DUES DEDUCTION

4.1 The Company agrees to deduct each month the regular monthly membership dues and/or initiation fees commencing with the dues deduction for the authorized month, required as a condition of retaining membership, from the pay of those employees who are members of the Union, and in the bargaining unit during a said month, and who will have executed and furnished the Company an authorization in the form furnished by the Union.

4.2 The Union will furnish the Company by the 15th day of each month any

authorizations which have been executed. As provided in the Union's authorization form, it will contain the name and the social security number of the employee executing the form.

4.3 Deductions will be made from the first paycheck received each month by the employee, provided the deduction has been properly authorized as outlined above, and provided further that sufficient earning remains to cover Union dues after the deductions required by law and such deductions will continue in a like manner thereafter.

4.4 The Union accepts all responsibility for the authenticity of each of said authorizations and any said authorizations which are incomplete or in error will be returned to the Union immediately for correction.

4.5 In cases where deduction of dues are made from the pay of an employee who as previously paid such dues, the Union will make refunds directly to such employees.

4.6 Deductions will be remitted to the Union no later than the 15th day of each month in which the deductions are made to the Financial Officer one (1) copy of a list of those employees for whom deductions for dues have been made.

ARTICLE 5

MISCELLANEOUS PROVISIONS

5.1 Discharge or disciplinary action for just cause may be taken by the Company for violation of the Company rules and regulations. A copy of the Company rules and regulations and any additions thereto will be provided to each employee. The Company reserves the right to make reasonable rules or regulations not in conflict with the provisions of this Agreement.

5.2 In the event of discharge or disciplinary action by the Company, the employee will be given a written reason for the discharge or disciplinary action upon request of the employee. Prior to disciplinary action being taken, the Company will advise the employee of his rights to Union representation and if representation is requested by the involved employee, the Union representative will be notified prior to any action taken by the Company.

5.3 Any employee who is injured while performing work for the Company and who is released from duty prior to completion of his shift, will receive eight (8) hours pay for the shift involved, however, if another employee is called into work to complete the involved employee's shift, the injured employee will be paid for time worked, but not less than two (2) hours.

5.4 The Union agrees to pay the cost of printing this Agreement and each member of the Union will receive a copy.

5.5 Bulletin boards will be provided by the Company for the exclusive use of the Union and for the purpose of posting Union notices approved by supervision, such Notices to encompass such subjects as: Union meetings, Union elections and results, appointment, recreational and social affairs and miscellaneous notices. Bulletin boards will not be used for detrimental propaganda of any kind, political matters, advertising, or for notices adversely reflecting upon the Company.

5.6 In imposing any disciplinary action on a current charge, the Company will not take into account any minor infractions occurring more than twelve (12) months previously. Upon request, an employee will be permitted to review his file(s).

5.7 An employee who is unable to report to work at his scheduled starting time will notify the Company at least four (4) hours, if possible, prior thereto, unless there are circumstances beyond the control of the employee.

5.8 The Company will prescribe to safe working conditions for employees and employees will abide by safe working conditions.

5.9 Employees will remain at their post until properly relieved or released by supervision.

5.10 Employees who are required to report to work prior to the start of their regular shift will be permitted to complete their regular shift.

5.11 Upon written request, a leave of absence without pay for a period not to exceed fifteen (15) days in any calendar year, will be granted to not more than three (3) employees at a time to attend Union conferences or conventions without the loss of seniority or benefits.

5.12 An employee desiring to attend an accredited college and such employee does enroll and remain in college will be given a leave of absence without pay not to exceed one (1) year. Seniority will accrue during such educational leave, but no benefits will be paid. Such employee may be granted an additional leave not to exceed two (2) years for educational purposed, during which time he will retain but will not accrue seniority.

5.13 An employee elected or appointed for a full-time Union job requiring a leave of absence will be granted such unpaid leave, not to exceed one (1) year. This leave may be renewed upon written application. At the end of such leave an employee will be reinstated in accordance with his seniority at the current rate of pay. Seniority will accumulate during such leave.

5.14 It is understood that pregnancy will be treated the same as any other disability in accordance with the U.S. Supreme Court ruling.

5.15 Employees will be provided necessary relief by the Company, without undue delay, unless there are circumstances beyond the Company's control.

5.16 Supervisors will act in a supervisory capacity only and they will not perform bargaining unit work at anytime, except in case of an actual emergency or for the purpose of filling gaps awaiting relief, training or instruction.

5.17 Any employee who is a member of the Oklahoma National Guard or Military Reserve will be granted a leave of absence without pay when ordered to active or annual training.

5.18 A Union representative may be present as an observer at training qualifications as provided: (a) there will be no delays nor will employees refuse to participate because a Union observer is not present, (b) Union observers will attend on their off-time and will not be paid for attending such sessions.

ARTICLE 6

PHYSICAL EXAMINATIONS/DRUG TESTING

6.1 Each employee will be given a physical examination each year, using Standard For 78, Certificate of Medical Examination, without cost to the employee. Employees given physicals will be paid for the time spent taking the physical, but not less than two (2) hours at his regular rate of pay.

6.2 *Each employee will support the drug testing program IAW Company policy. Each full-time employee will be entitled to one (1) hour base pay plus, if applicable shift differential for drug testing time. If allotted requirements change, the Company and Union will reassess time allotment.*

ARTICLE 7

TRAINING

7.1 Employees will be paid for all hours training at employee's regular base rate of pay for Government required training.

7.2 Training will not be done on employees scheduled days off.

ARTICLE 8

GRIEVANCE PROCEDURE

8.1 A grievance is defined as to the interpretation or application of this Agreement, or alleged violation(s) of any provision of this Agreement between any employee(s) or the Union and Company.

8.2 STEP 1 An employee(s) who wishes to process a grievance must present it in writing to his Shift Supervisor or his designee, within ten (10) calendar days after the occurrence causing the grievance. The grievance should specify the events complained about and the requested remedy and the alleged provision of the Agreement violated and signed by the aggrieved employee or Committee person

STEP 2 The employee's Shift Supervisor or his designee will give his written answer within seven (7) days after the receipt of the grievance by delivering his written answer or the employee's Committee person or his alternate. If the Supervisor's answer is unsatisfactory, the employee or the Committee person may appeal the grievance in writing to the Captain of the Guard or his designee within five (5) days from the Shift Supervisor's written response.

STEP 3 The Captain of the Guard or his designee will give his written answer within seven (7) days after receipt of the grievance by delivering his answer to the employee's Committee person or his alternate. If the grievance is then not settled to the satisfaction of the employee or the Union, the Union may appeal the grievance to the President of the Company or his designee within ten (10) days of the Captain of the Guard or his designee's written answer. The President of the Company or his designee will give his written answer within ten (10) days of the appeal to the Local Union President or his designee.

8.3 If the grievance is not resolved in Step 3, above, the Union may request arbitration in the following manner:

(a) Within ten (10) days after receipt of the written answer of the President of the company or his designee, the Union may request the Federal mediation & Conciliation Service to furnish a list of seven (7) available arbitrators to the Company and the Union.

(b) Within ten (10) days after receipt of the arbitrators, the Union and the Company will alternately strike a name from the list and the last Remaining name on the list will be the arbitrator to hear the case.

8.4 The arbitrator will have no authority to alter, amend or change the terms or provisions of this Agreement.

8.5 The decision of the arbitrator shall be final and binding upon all parties.

8.6 The Company and the local Union will equally share the fees and expenses of

the arbitrator.

8.7 Time limits set forth in this Article 8 may be extended by mutual consent of the Company and the Union and in addition such time limits will be exclusive of Saturdays, Sundays, and contract Holidays.

8.8 Any grievance upon which a disposition is not made by the Company within the prescribed time limits or any agreed extension will be automatically settled on the basis of the Union's last demands. Any grievance upon which a disposition is not made by the Union within the time limits or any agreed extension will be automatically settled on the basis of the Company's last offer.

8.9 Any employee witnesses requested by the Union will be released by the Company without pay. Any cost of witnesses will be borne by the party that called same.

ARTICLE 9 **SENIORITY**

9.1 Seniority of all purposes will be the total length of time the employee has been employed in the bargaining unit at the McAlester Army Ammunition Plant, including time spent with predecessor contractors at the McAlester operation.

9.2 Each newly hired employee will be considered a probationary employee until he completes ninety (90) calendar days after the date of his hire. While an employee is a probationary employee, he maybe discharged by the Company without recourse to the Grievance Procedure. After the probationary period, each employee will be considered a regular employee and will accrue seniority from the date of hire.

9.3 *A regular reserve employee that becomes a full-time employee will be credited with all of his seniority from his date of hire with the Company, including Predecessor Companies associated to the MCAAP contract.*

9.4 Full-time employees, after completing the probationary period, who are thereafter placed in reserve status with the Company as a result of layoff or other reasons will retain and accumulate seniority while working in a reserve position. If such employee later returns to full-time status, he will return to a position to which the retained and accumulated seniority entitles.

9.5 *Overtime will be offered to reserve employees only in the event available full-time employees refuse the overtime.*

9.6 In the event of a layoff or recall from layoff, seniority will control. The employee

with the least seniority will be laid off first and recall from layoff will be in the inverse order of layoff. *It is understood that probationary employees and reserve employees will be laid off before full-time employees.*

9.7 An employee who accepts a supervisory position with the Company will retain the seniority accumulated as of his date of promotion to a supervisor, but he will not accumulated seniority while acting in a supervisory capacity. If the Company permit's the employee to return later to the bargaining unit, he will return to a job to which his retained seniority entitles him. After the employee is made a supervisor and fails to return to the bargaining unit within twelve (12) months cumulatively from the date of his promotion the employee will lose all seniority.

9.8 A non-probationary employee who is laid off will have call back rights for a period of one (1) year, or for the length of his seniority, whichever is greater, but not to exceed three (3) years.

9.9 It is the responsibility of the laid off employee to keep the Company advised by certified mail of any changes in the mailing address. The Company will have been considered to have fulfilled its obligation for recall under this Section by sending notice of the job opening to the employee's last known address by certified mail. The employee will express to the Company his intent to return to work not more than three (3) working days after receipt of the certified notice from the Company; thereafter, the employee will have an additional seven (7) working days in which to report for duty.

9.10 If an employee is unable to report to work due to an injury or illness on or off the job, he will retain his seniority for twelve (12) months, except that the employee is subject to layoff according to seniority.

9.11 An employee's seniority will be terminated upon the occurrence of any of the following events:

- (a) Employee's discharge for just cause;
- (b) Employee voluntarily quits;
- (c) Employee has been on layoff status in excess of the time limits in Section 9.8;
- (d) Employee fails to express to the Company his intent to return to work and/or does not return to work in accordance with the requirements in Section 9.9;
- (e) Employee paid compensation for permanent and total disability on account of an occupational injury or illness;
- (f) Employee fails to report to work for three (3) consecutive scheduled days without notifying the Company, except in case of circumstances beyond his control;
- (g) Employee transfers out of the bargaining unit, except as provided in

Section 9.7.

9.12 Relative seniority for employees with the same hire date will be determined by the last four digits of each employee's Social Security number, with the lowest number having the most seniority, and so on.

9.13 The Company shall prepare an up-to-date seniority list, which shall be posted on the Union bulletin board and a duplicate copy given to the Union and will advise monthly of any additions or deletions thereto. The original seniority list shall establish the seniority of an employee who does not in writing protest his seniority date within fifteen (15) working days after such employee has had an opportunity to have observed such seniority list. *The full-time and reserve employees will be listed together indicating their date of hire with the Company, including predecessor contractors.* Reserve employees seniority will be shown on a separate listing.

9.14 It is understood that full-time employees shall have preference of assignment of shifts and/or post qualified for. Such preferences shall not be exercised by full-time employees more than once during any six (6) month period. This shall not preclude a full-time employee from exercising seniority to fill an opening on another shift which may occur sooner than six (6) months after the exercise of shift preference rights, or to fill an opening on days off.

9.15 *Reserve employees will have seniority among reserve employees only and if they transfer into a full-time position. Their seniority for layoff purposes and shift or vacation preference will begin on the first days worked as a full-time employee; however, they will retain their Company seniority for fringe benefits, such as vacations, sick leave, etc. A reserve employee who turns down a full-time position will move to the bottom of the reserve seniority list.*

ARTICLE 10 **REPORT AND CALL-IN PAY**

10.1 In the event an employee reports to work on his scheduled shift without having been previously notified not to report, or is called into work after the completion of his scheduled working hours and/or after the completion of any overtime work, shall be given a minimum of two (2) hours pay at the applicable rate of pay.

ARTICLE 11 **PAY DAYS**

11.1 Employees shall be paid no later than every other FRIDAY for work performed during the previous two weeks in accordance with Company payroll policies.

ARTICLE 12

HOLIDAYS

12.1 Employees will receive ten (10) days each year, with pay at their regular rate, *and full-time employees will receive their shift differential if applicable*, for hours normally worked per day in recognition of the following holidays: *Full-time employees will receive their shift differential if applicable*

New Years Day
Martin L. King Day
Presidents Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Days to be observed will be the calendar holiday. (Civilian Calendar)

12.2 Employees will receive pay as provided in 12.1, to be paid in the pay period in which it falls.

12.3 In order to be eligible for holiday pay as provided in 12.1 or 12.2 above, an employee must work the first scheduled work day immediately preceding and following the day of the holiday without call-off.

12.4 Employees required to work on a holiday as provided above, will receive one and one half (1.5) times their regular rate of pay for all time worked on the holiday and eight (8) hours pay provided in 12.1 above. Fringe benefits are to be paid only on eight (8) hours.

12.5 An extra day will be added to the employee's paid vacation if a holiday as specified in 12.1 falls within the vacation period.

12.6 In addition to the designated holidays in 12.1, employees shall be granted any holiday that may be hereafter established by an Act of Congress or the United States or by proclamation of the President of the United States.

ARTICLE 13

SICK LEAVE

13.1 All employees covered by this Agreement will earn sick leave as follows:
Sick leave will be earned at the rate of two (2) hours for each forty (40) hour/pay period, to include vacation and sick time taken, with a maximum accumulation of two (2) hours per week and a pro-rate allowance for hours less than forty (40) hours.

13.2 Sick leave payments will be made to the extent of the earned sick leave for all periods of disability, where such disability occurs for non-occupational injury or illness.

13.3 *A full-time or reserve employee, not on probation*, entitled to sick leave benefits may be absent for three (3) days or less without a doctor's excuse.

13.4 Sick leave payments will be made for the period of disability at the straight-time rate of pay, *to include shift differential if applicable*, at which it was earned on the basis of the scheduled workdays involved, not to exceed hours normally worked.

13.5 The employee or an adult member of his household should notify the supervisor on duty at least four (4) hours, if possible, before the employee's start time for a scheduled shift that he will be absent due to sickness or injury. Furthermore, the employee will call in at least four (4) hours, if possible, before his start time for a scheduled shift to notify the Company he is able to return to work.

13.6 The incumbent contractor will pay employees for all accrued unused sick leave prior to the successor contractor taking over the job.

13.7 There will be a limit to the amount of sick leave that an employee may accumulate. No more than *ninety-six (96)* hours may be carried over to the next year. *Employees may sell accrued sick leave at the end of the year.*

ARTICLE 14

WORK SCHEDULE AND HOURS OF WORK

14.1 Forty (40) hours shall constitute a regular work week.

14.2 An employee's work day shall begin at the start of the employee's scheduled shift and continue for a period of twenty-four (24) hours.

14.3 The work week shall commence at 0001 Saturday and shall end one hundred sixty-eight (168) hours thereafter.

14.4 Employees will be paid for all hours worked in excess of forty (40) hours in a work week at the rate of one and one-half (1.5) times the employee's regular hourly rate.

14.5 The normal starting times for shifts will as follows:

GRAVEYARD	0001
DAYS	0800
EVENINGS	1600

The Company may change the starting times of shifts for the efficient operation of the Company's business.

14.6 Employees who report more than five (5) minutes late to work without notice to the Company may be sent home without pay if the Company has called a replacement to cover his post.

14.7 Full-time employees will be scheduled to be off for two (2) consecutive days in each work week, where reasonable possible.

14.8 When it is necessary for a full-time employee to work unscheduled hours, the employee will not be laid off during his regular schedule, and he will work the regular scheduled days as if no work was performed outside the schedule.

14.9 Overtime will be equally divided among employees on each shift as near as reasonably possible. An overtime record will be maintained by the company showing overtime hours worked or refused by each employee. The overtime roster will be made available to an employee upon request. For equalization purposes, an employee will be charged for overtime refused in the amount of those hours he could have worked had he not refused.

ARTICLE 15

NONDISCRIMINATION

15.1 In connection with the performance of work under this Contract, the Company and the Union agree not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, or as prohibited by the American Disabilities Act (ADA) or Vietnam Veteran status.

15.2 The Company and the Union agree not to discriminated against an employee because of his exercise of the rights guaranteed him in Section 7 of the National Labor Relations Act, as amended.

15.3 The use of the masculine pronoun herein this agreement is understood and agreed by the parties hereto, refers to and includes both the masculine and feminine gender.

ARTICLE 16

DEATH IN THE FAMILY

16.1 *In the event of death in the immediate family of full-time or reserves employees they will be granted three (3) days emergency leave at their regular rate of pay, not including such employee's days off, for attending or arranging the funeral. For the purpose of this Article, the immediate family is defined as the father, mother, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, spouse, children, grandparents, and grandchildren.*

ARTICLE 17

JURY SERVICE AND WITNESS SERVICE

17.1 *Full-time and reserve employees, excluding probationary employees subpoenaed for Jury Duty or as a witness in a Court of Competent Jurisdiction shall be compensated at, their regular rate of pay, for eight(8) hours pay, to include shift differential if applicable, for each scheduled work day, less the amount received from the Court, during which they served on jury duty or as a witness. Employees are required to produce evidence that they were called and required to serve on the jury or as a witness. Not to exceed thirty (30) days per duty.*

17.2 *Employees will also be reimbursed at current rate of pay to include shift differential if applicable under this Article for time spent serving as a witness at the request of either the Company or their Client.*

ARTICLE 18

COMMITTEEMEN

18.1 *The Company agrees to recognize one (1) committeeman per shift and one (1) alternate Committeeman per shift to serve in the absence of the regular Committeeman for the purpose of representing employees in Grievance procedure, Article 8.*

18.2 *When the Company requests a meeting with one or more of the Union Committeemen during working hours, the Committeemen will not be docked for time lost attending such meeting, however, pay for such meeting shall not extend to hours in excess of eight (8) hours in one work day and no overtime will be paid.*

18.3 *The Union will inform the Company in writing of the name of the Local Union's officers, Committeemen, and alternatives.*

18.4 The Company will make every reasonable effort to have a Company representative available during non-working times to meet with the Committeemen to discuss matters of mutual concern and within the authority of the Committeemen.

18.5 Committeemen shall have the authority to represent employees only on their respective shifts.

18.6 An employee will be entitled to a Committeeman to represent him during an investigative disciplinary interview from which he believes disciplinary action may result.

ARTICLE 19

UNIFORMS AND EQUIPMENT

19.1 Company will provide to employees all articles of clothing and equipment as required by McAlester Army Ammunition Plant contract with the Company. *The Company will provide a boot allowance of \$28.00 per year.*

ARTICLE 20

ASSIGNMENT OF WORK

20.1 In the event an employee is assigned to work in a higher classification, they will be paid the higher rate of pay for the classifications to which he is assigned for all time worked in the higher classification. An employee assigned to work in a lower classification will not have his rate of pay reduced.

ARTICLE 21

HEALTH AND WELFARE ALLOWANCE

21.1 *Effective October 1, 2008 \$3.16 Effective October 1, 2009 \$3.35*

The above rates will be paid for all hours worked in the pay period it was earned on the employee's paycheck. Employees will provide their own Health and Welfare plan.

ARTICLE 22

PENSION

22.1 *Effective October 1, 2008 \$0.86 Effective October 1, 2009 \$0.86*

The above rates will be paid for all hours worked in the pay period it was earned on the employee's paycheck. Employees will provide their own pension plan.

ARTICLE 23

WAGES

23.1 The following straight time rates of pay shall be effective on the dates indicated for employees covered by this Agreement.

	EFF. <u>October 1, 2008</u>	EFF. <u>October 1, 2009</u>
New Hire	\$10.00	\$10.00
After 90 Days	\$15.47	\$15.86

23.2 A shift differential in the amount of twenty-five cents (\$.25) per hour will be paid to employee's working the evening shift in addition to the straight time rate of pay as provided above. For employees working the graveyard shift, a shift differential in the amount of thirty-five cents (\$.35) per hour will be paid.

ARTICLE 24

VACATION

24.1 Employees employed for one (1) year, but less than five (5) years with the Company, including predecessor companies, will accrue three and one-half (3.5) hours vacation credit with pay for each eighty (80) hour pay period, *to include vacation/sick time used.*

24.2 Employees employed for five (5) years and over with the company, including predecessor companies will accrue five (5) hours vacation credit with pay for each eighty (80) hour pay period, *to include vacation/sick time used.*

24.3 Employees employed for fifteen (15) years or more with the Company, including predecessor companies will accrue six and one-half (6.5) hours vacation credit with pay for each eighty (80) hour pay period, *to include vacation/sick time used.*

24.4 Compensation for vacation will be computed at the at the employee's straight-time rate of pay and *shift differential if applicable.*

24.5 An employee may defer all or part of his vacation leave for no longer than one (1) year and accumulate up to a maximum of one hundred sixty (160) hours of vacation credits in any year, which may be scheduled and taken as one (1) vacation.

24.6 An employee will be permitted to take all of their vacation one day at a time with at least a twenty-four (24) hour notice to the Company.

24.7 Senior employees will have preference of vacation time off. The Company will allow as many employees off on vacation per shift at the same time as is reasonable possible.

24.8 An employee will be paid for his accrued vacation upon leaving the services of the Company.

24.9 Vacations will be scheduled to begin following the employees regular off days and such off days will not be counted as vacation days.

ARTICLE 25

UNION SECURITY CLAUSE

25.1 It shall be a condition of employment that all employees of any member of the International Union, Security, Police, Fire Professionals of America (SPFPA) covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those employees who are not members of the Union on the effective date of this Agreement shall, on or after the thirtieth (30th) day, following the effective date of this Agreement, become and remain members in good standing in the Union after their probationary period. It shall also be a condition of employment that all employees of any member of the International Union, Security, Police, Fire Professionals of America (SPFPA) covered by this Agreement hired by such a member of the International Union, Security, Police, Fire Professionals of America (SPFPA) on or after its effective date shall, on or after the thirtieth (30th) day, following the beginning of such employment become and remain members in good standing in the Union.

25.2 The employer shall not be required to discharge any employee for non-compliance with the foregoing, until he receives a written request for the Union specifying the reason for such request, and the Union agrees to indemnify the

Employer and hold the employer harmless from any liability or claims by reason of compliance with the request of the Union.

25.3 It is the intention of the parties in connection with the execution of this Agreement to comply with all laws, state and federal, relative to the subject matter of this Article, and in the event that any clause of this Article should be contrary to any law, state or federal, said clause shall be inoperative in any state in which it is contrary to state or federal law and remainder of the Agreement shall remain in full

force and effect.

25.4 *This article will apply only to full-time and reserve employees.*

ARTICLE 26 **SEPARABILITY**

26.1 Should any provision(s) of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by reason of any decree of a court of Competent Jurisdiction, such invalidation of such part(s) of this Agreement shall not invalidate the remaining portions hereof and the said remaining portions shall remain in full force and effect.

ARTICLE 27 **DURATION**

27.1 This agreement shall be effective as of October 1, 2009, and shall remain in full force and effective until September 30, 2010, and from year to year thereafter, unless notice is given in writing of a desire to change, modify, or terminate this Agreement by either part to the other party sixty (60) days prior to September 30, 2010. IN WITNESS, the parties, this 15th Day of September, 2009 have affixed their signatures to his Agreement.

27.2 At least sixty (60) days prior to September 30, 2010 and annually thereafter, the economic issues will be negotiated.

INTERNATIONAL UNION
Security, Police, and Fire Professionals
of America (SPFPA) and it's Amalgamated
LOCAL UNION NO. 796

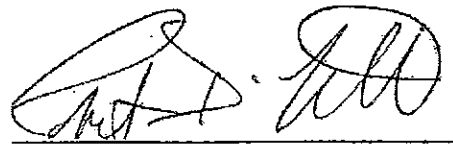
AMTEX Security Inc. dba
AMTEX Global Services



Don Eagle

International Rep

SPFPA



Robert D. Lott

Chief Operating Officer